



Vienna Adventist Academy User Agreement

This User Agreement is made effective as of the 1st day of December 2001, by and between the VIENNA SEVENTH-DAYADVENTIST CHURCH/VIENNA ADVENTIST ACADEMY and the POTOMAC CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS ("Owner"), and _____ ("User"). The parties agree as follows:

1. **Premises:** In consideration of the agreements contained herein, Owner agrees to permit User to use the following described premises as a licensee. The Premises are located at 340 Courthouse Road, Vienna, VA 22180, and are described as BUILDING, ELECTRICITY, AIR CONDITIONING, PARKINGLOT, DESIGNATED CLASSROOMS, OFFICE SPACE, MULTI-PURPOSE ROOM, TELEPHONE, PHOTOCOPIER, REFRIGERATOR (STAFF ONLY), PLAYGROUND AREA (IF AVAILABLE), TV/VCR, GYMNASIUM, and BATHROOMS.
2. **Time of Use:** User, in return for the User Fee and all covenants and promises set forth below, will be permitted to use the Premises on _____.
3. **Term:** This Agreement shall be limited to _____ beginning with _____ and ending with _____.
4. **User Fee:** User agrees to pay _____ to Owner to help defray the expenses associated with utilities and custodial duties, and for access to the facility. This fee shall be paid in ____ equal payments of _____ on _____ and _____.
5. **Permitted Uses:** User agrees that the Premises may only be utilized for its _____ and reasonably related functions and for no other purposes unless specific consent is obtained from Owner. No alcoholic beverages may be present at any time on the Premises or grounds. User agrees to comply with all applicable laws, ordinances, and regulation at all times during its use and occupancy of the premises.
6. **Utilities:** User agrees to cooperate with Owner in minimizing charges for water, air conditioning, heating, and lighting.
7. **Custodial Services:** Owner shall provide basic custodial services.
8. **Maintenance:** User agrees to use all reasonable efforts to keep the Premises clean and in good repair. User also agrees to promptly reimburse Owner for any repairs made necessary by User's use of the Premises.
9. **Alterations or Additions:** User agrees not to make any alterations, additions, or improvements on the Premises.
10. **Assignment:** User shall not assign or transfer its right to use the Premises without first obtaining Owner's written consent.
11. **Indemnification and Insurance:** User agrees to indemnify and hold Owner (or any of its agents or officers) harmless against claims and liability of any kind arising out of injury or death to any person or persons or damage to any property occurring in, upon, or about the Premises during the User's occupancy or use. User will provide a Certificate of Insurance naming Owner on policies of commercial general liability and workers' compensation prior to the _____ opening.

- 12. **Security Deposit and Refund:** A _____ security deposit was paid by User to Owner on _____. Representatives of both groups will conduct a pre-use and post-use inspection to verify the state of the physical plant and surrounding grounds. After any facility use damages are repaired in a satisfactory manner, the Deposit will be returned to User in a timely manner.
- 13. **User's Materials on Owners Premises:** User hereby assumes liability and responsibility for loss by theft, accident, or damage from any cause to User's equipment or any materials.
- 14. **Relationship of Parties:** User agrees that it is not Owner's agent or representative and is not able to bind or obligate Owner in any way or manner.
- 15. **Termination:** If User is in default or breaches any of its obligations in this Agreement, this Agreement is automatically and immediately terminated. Upon termination of this Agreement, User agrees to end its use of the Premises.
- 16. **Notices:** All notices shall be given to the following people:

For Owner: Ruth Freitas, Administrative Assistant
Vienna Adventist Academy
340 Courthouse Road SW
Vienna, VA 22180
Phone: 703-938-6200
Fax: 703-938-3934

For User: _____

Phone: _____

- 17. **Payments:** User shall send all payments to:
Vienna Adventist Academy
Attn: Gym Rental
340 Courthouse Road SW
Vienna, VA 22180
- 18. **Amendments:** Owner and User agree that no changes, amendments, or waivers of this Agreement are effective unless they are in writing and signed by both parties. Owner and User agree that this Agreement contains the whole contract of the parties and supersedes any other agreements or understanding.

IN WITNESS WHEREOF, Owner and User have signed this Agreement to be effective for use on the date written above in Paragraph 2.

Owner: Vienna Adventist Academy
By: _____
Ruth Freitas, Administrative Assistant or
Dwight Morgan, Principal

User: _____
By: _____
